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Title: **Labor Relations Division, Western New York Region, Associated General Contractors of America (AGC), New York State Chapter, Inc. and International Union of Operating Engineers (IUOE), AFL-CIO, Local 17 (2005)**

K#: **8126**

Employer Name: **Labor Relations Division, Western New York Region, Associated General Contractors of America (AGC), New York State Chapter, Inc.**

Location: **Buffalo, NY**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **17**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1000**

Effective Date: **04/01/05**

Expiration Date: **01/31/09**

Number of Pages: **52**

Other Years Available: **N**

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K8126

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2005-2009
AGREEMENT
BETWEEN
THE
LABOR RELATIONS DIVISION WESTERN NEW YORK
REGION ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
NEW YORK STATE CHAPTER, INC.
AND
THE
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 17
AFL/CIO
BUFFALO, NEW YORK

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ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into the 1st day of April, 2005, is by and between the Labor Relations Division, Western New York Region, Associated General Contractors of America, New York State Chapter, Inc., (hereinafter called the "Association") acting for and on behalf of its present and future members, (herein after, individually referred to as the "Employer") as parties of the first part, and the International Union of Operating Engineers, Local Union No.17 (hereinafter referred to as "Union"), as party of the second part for the term provided at Article XVIII.

Any one of the individual parties comprising either the members of the first part or the Union may, without joining with it the other party make any claim, invoke any right or take any action proper to be taken hereunder in order to enforce any right given by this Agreement. It is intended that every right given to the Association under this Agreement shall be given individually to every one of the individual Employers making up the Association enforceable the same as though the Employer were signatory individually to this Agreement.

ARTICLE I PURPOSE AND PRINCIPLES

1. THIS AGREEMENT is entered into to prevent strikes and lockouts, to facilitate peaceful adjustment of grievances and disputes between Employer and Employee; to prevent waste, unnecessary and avoidable delays and the results thereof to the Employer of costs and expense and to the employee of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as much as possible for the continuous employment of labor, to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon; to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages and proper working conditions, as provided for hereunder; and further, to establish and set up the necessary procedure for amicable adjustment of all disputes or questions that may arise between the Parties, or any of them, so that the foregoing purposes may be brought about and accomplished.

2. Both Parties to the Agreement believe that a Uniform Agreement, if adopted by the Union and the Employers engaged in Heavy and Highway Construction would further the interests of that Industry, and further believe that such a Uniform Agreement should contain the following principles:

(a) That there should be no limitations to the amount of work an employee shall perform during his/her working day, it being understood that the worker shall perform a fair and honest day's work.

(b) That there shall be no restriction of the use of machinery, tools or appliances except as hereinafter modified by this Agreement.

(c) That no person shall have the right to interfere with the worker during working hours.

(d) If any of the parties of the first part engage in any class of work not embodied in Heavy and/or Highway Construction as hereinafter defined, then this Agreement is of no force or effect on any such project.

3. Sections 1 and 2 of this Article are an integral part of this Agreement and all parties to the Agreement agree to abide by and be bound by the language contained in said sections.

ARTICLE II

TERRITORIAL JURISDICTION

The territorial jurisdiction covered by this Agreement shall be the Counties of: Erie, Wyoming, Cattaraugus, Chautauqua, Orleans, and the western part of Genesee. The stated jurisdiction shall be unchanged for the term of this Agreement.

ARTICLE III

UNION RECOGNITION AND SECURITY

1. The Employer hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all employees in the classifications for work covered by this Agreement, and the schedules attached and made part hereof, namely Engineers, Registered Apprentice Engineers, Apprentice Engineers, Assistant Engineers, Maintenance Engineers (also referred to as mechanics), Firemen, Mechanics Helpers, Maintenance Welders, Maintenance Welders Helpers, Maintenance Burners, Master Mechanics, Assistant Master Mechanics, and all other skills and crafts when within the jurisdiction of the Union and all persons performing the classes of work covered by this Agreement no matter where such work is performed within the territorial jurisdiction of the Union.

2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing. It is also agreed that on the eighth (8th) day following the beginning of employment or the effective date of this Agreement, whichever is later, of a non-member, membership in the Union shall be a condition of employment. The hiring of new workers and the discharging of employees upon the request of the Union shall be in accord with the Labor Management Relations Act of 1947, as amended.

3. When the Employer is notified in writing by the Union that an employee is delinquent in the payment of union dues, and/or for non-payment or failure to tender initiation fees, the Employer agrees to remove the employee involved. Further, the Employer agrees that when he is notified by the Joint Trainee Committee that a trainee has had his/her Agreement respecting training and employment suspended or revoked, the trainee involved shall be removed.

4. Authorized representatives of the Union shall be allowed to visit job during working hours to interview Employer and Employees, but they shall in no way interfere with or hinder the progress of the work. When possible, an attempt will be made to contact the superintendent before leaving the job.

5. In hiring new employees, the Employer shall give the Union equal opportunity with all other sources to refer suitable applicants.

ARTICLE IV GRIEVANCE PROCEDURE AND ARBITRATION

1. The parties agree that if any dispute arises over the interpretation, application or meaning of any provision of this Agreement during the term of the Agreement there shall be no cessation, stoppage of work or lockout for any reason whatsoever, except to the extent permitted by 3c, but such matters in controversy or dispute, if any shall be taken up by a representative of the Employer and the Union within a reasonable time after the complaining party has notice or knowledge of such dispute or controversy. Upon presentation of such a dispute or claim, a representative of the Employer and the Union shall discuss the dispute or claim in an effort to resolve it within twenty-four (24) hours of its presentation by the complaining party unless such time period is extended by mutual consent. In the event the parties are unable to resolve the dispute the complaining party can refer the dispute to arbitration within five (5) work days of the expiration of the twenty-four (24) hours (or whatever time period was mutually extended as set forth above). Within seven (7) calendar days after receipt of such notice, the parties shall designate an Arbitrator as more fully set forth below.

2. Once an arbitrator has been selected a hearing shall be held as soon as possible but no later than five (5) calendar days after notification to the arbitrator of his/her selection. The parties shall make themselves available for evening, weekend and holiday hearings in addition to daytime hearings. The arbitrator is vested with the authority to render an award orally at the conclusion of the receipt of testimony and evidence and the parties further waive any right to submit post hearing briefs unless mutually agreed otherwise. The arbitrator's award whether issued orally or in writing shall become effective immediately upon its issuance. If an award is rendered orally, a written memorandum detailing the oral award shall follow sufficient to comply with the requirements of applicable federal and state law.

3. In the event that either party refuses to immediately comply with the Arbitrator's award.

a. Then in the case where the Employer is the offending party, the Union shall, in addition to any and all other remedies available to it, be released from any provision of this Agreement which restricts or delays their right to strike to the extent permitted by law.

b. In the case where the Union is the offending party, the Employer shall, in addition to any and all other remedies available to it, be released from any provisions of this Agreement which restricts or delays its right to lock out to the extent permitted by law.

c. The arbitrator is vested by the parties with all of the powers in law and equity to issue remedial orders and impose such fines for breaches of the Agreement as in his/her sole discretion are deemed appropriate to the circumstances, including the power to release the Union from any provisions of this Agreement which restricts or delays its right to strike. Such fines are to be paid to the Union, or as the Union might direct, to any Fund provided for in this Agreement.

d. In deciding work disputes over pieces of equipment and/or types of work not listed in Article V, Section 1, Section 2, Section 3a, and Section 4, (Including those listed in Article V, Section 3b), the tripartite procedures in Article XVII, Section 2 shall prevail.

In the event an Employer operates equipment covered by this Agreement without the required bargaining unit employee then two (2) days' pay for each employee that should have been required on the equipment shall be paid to the Union's General Fund for every day said machine was operated.

Repeat violations shall subject the Employer to additional penalties in the amount to be determined and awarded by the Arbitrator.

e. When either party wishes to proceed to arbitrate a dispute under this Agreement, it shall file a written demand for arbitration with the other party to this Agreement. Within seven (7) calendar days, the parties shall select an arbitrator from the panel list of:

1. Robert W. Ahern
2. Lois Rappaport
3. Fred L. Denson
4. Robert E. Fischer
5. Howard Foster
6. Ramona L. Gallagher
7. James Gross

The parties shall, beginning with the Charged Party, alternately strike three (3) names from the list. The panel member whose name remains shall be the agreed upon arbitrator.

f. The Arbitrator's Award shall be final and binding.

g. The arbitrator's fees and costs shall be shared equally between the parties to the Agreement.

h. In the event either party fails to appear at a scheduled hearing before the arbitrator, the latter shall have the authority to decide to proceed, or to postpone, the arbitration. However, in arriving at his/her decision with respect to proceeding or not, the arbitrator shall consider whether or not the failure to appear is for bona fide reasons and/or also whether or not such failure will substantially impair the rights of the other party to a speedy resolution of the dispute.

ARTICLE V
DEFINITION AND JURISDICTION

1. This agreement shall apply to Heavy and Highway construction and building site work but shall not apply to the actual building, foundations, structural portion and interiors of buildings that are normally covered by Building agreements in the geographical area of this agreement.

2. Off-site gravel or material pits, the material from which is to be used for a particular project covered by this Agreement shall be operated under the terms of this Agreement when the pit is owned, leased, operated by or under the control of the prime contractor or another corporation or company of which the majority ownership is held by the prime contractor or its majority owner or owners.

3. The loading, dumping and spreading on premises within the geographic jurisdiction of this Agreement where excavated waste material (dirt, stone, etc.) is removed to a spoil area shall be performed under the terms of this Agreement.

It is further agreed that where the Employer has an exclusive lease with a private land owner, containing special conditions pertaining to leveling and grading or draining the waste area by the Employer, or where it is necessary for the Employer to perform leveling operations in order to waste additional material, such leveling and/or grading shall be done under the terms of this Agreement.

It is understood that once the dumping has been completed at the waste area, the Employer's obligation for any further work shall be terminated. Wasting in established landfill or dumps is excluded from this section.

3a. The Employer agrees that the Union and its branches shall be the exclusive representative of all employees of the Employer performing work within the recognized jurisdiction of the Union including but not limited to employees engaged in the classifications of work covered by this Agreement and schedules attached and made a part hereof. Included shall be Employees engaged in the operation, maintenance and repair of power equipment used in Heavy and Highway Construction alteration and/or repair, and related work. All pipe fitting in connection with hoisting and portable Engineer equipment; sinking of well points, all piping and connection with well points; maintenance burning and welding, installing, repairing and maintaining of all equipment, fitting up, dismantling and operating of machinery; temporary mechanical heating of 1 million BTU or over, or in combination of 1 million BTU or over (Day Shift Only) when used for temporary heat or the heating of materials, including its installation, operating, maintaining and dismantling, and any other such work when performed on the job by custom by Hoisting and Portable Engineers (will not include temporary

enclosures). All Hoisting and Portable Engines and Boilers, irrespective of type, size or motive power; all boom type equipment, power aggregate plants, air hoists, articulated off road material hauler, asphalt curb and gutter machines (nonhand operated and /or self propelled), asphalt rollers, asphalt spreaders, automatic fine grade machines, backhoes (cable, hydraulic, track and rubber tire mounted), back filling machines, batch plants (asphalt and concrete, automated and nonautomated, wet or dry, portable and stationary), blast or rotary drill (truck or cat mounted non air trac), bituminous spreaders and mixers, blowers for burning brush, boring machines, bulldozers, cableways, cage hoist, caisson augers, cement bins, cherry pickers, chip machines and stump grinders, compressors (irrespective of type, size or motive power), concrete breakers (machine mounted), concrete curb or gutter machines (non hand operated and/or self propelled), concrete cleaning decontamination machine operator, concrete finishing machines including tube finishing machines, concrete pavers including slip form pavers, concrete pumps, concrete curing machines and pumps (ride on and/or self propelled), self-propelled concrete saws and/or cutters, concrete spreaders including placers, conveyors, conveyor systems, core drill (machine or truck mounted), cranes, crushers including portable type, decontamination of equipment, derricks, draglines, dredges, drill doctor, drill rigs (machine or truck mounted/non air trac), dust collectors, electric pumps used in conjunction with well point systems, elevating graders (self-propelled or towed), elevator, excavator (all purpose-hydraulically operated), farm tractors, firemen, forklift (irrespective of size, type or motive power), front end loaders, fuel trucks, generators(over 10 kw), gradalls, graders, grout machines(3 cubic feet or larger), gunite machines(excluding nozzle), hammers (hydraulic self-propelled), head towers, heavy equipment robotics operator/mechanic, helicopter (pilots, communication, signal man and winch operator), hoists 1, 2 or 3 drum, industrial tractors, horizontal directional drill operator, horizontal drill locator, Jeep trenchers, Jersey spreaders, Kolman Plant Loaders and similar type Loaders, laser screed, Locomotive (irrespective of size or power), Log Skidder, Lubrication unit or truck, maintenance engineer, maintenance grease engineer, mine hoists, mixer for stabilized base self-propelled, all mixers(over ½ yard), monorail machines, motorized hydraulic pin pullers, motorized hydraulic seeders(excluding extended hose), mucking machines, mulching machines, oilers, overhead crane, pans (tractor and rubber tire), Pallet jack (regardless of motive power when used for hoisting), Peine cranes or similar type climbing cranes, pile drivers (power source for drop hammer), pipe bending machines, power augers (machine or truck mounted), power hydraulic rock expander or similar type (machine mounted), all power hydraulic pumps, power material hoppers, power house(over 10 kw), power plant (over 10kw), power brooms and sweepers (machine mounted), power winches, power post hole diggers and post drivers (truck or machine mounted), pulsometers, push button hoist operators, push cats, pumps (all types, over 2" irrespective of motive power or material being pumped), quarry master or equivalent, power rakes, revinius widener, road wideners, rollers (all types and sizes, irrespective of motive power, self propelled or towed, (excluding remote or walk behind rollers used on dirt or aggregate up

to 3500 pounds), rock bit sharpeners (all types), shovels (power operated), skid steer/Bobcat (similar type), skimmers, side booms, snorkel/vacuum truck, steam jennys and cleaners when used for equipment maintenance (and or truck mounted), strato tower, tapping machines(machine mounted), temporary lighting plants (all types, sizes, irrespective of motive power 6 kw or greater), test core drill machines(machine or truck mounted), tire trucks and tire repair(on equipment covered in this agreement), tractor drills, tractors (with or without towed accessories), tractor drawn belt-type loader, trenchers, truck cranes, truck crane drivers, tugboats, tunnel shovel, turbo jet burner or similar equipment, vacuum blasting machine operator/mechanic, vibrator compactor (machine mounted/Jackson tamper), waterjet cutting tool system (ultra high pressure) operator/Mechanic, welding machines (all types, sizes, irrespective of motive power over 300 amp), well drilling machines, winch truck with "A" frame and all work usually and customarily performed by Hoisting and Portable engineers, Local Union No. 17, within its craft jurisdiction.

3b. The parties agree that the operation of the following equipment or the performance of the following work may also be claimed as bargaining unit work by another labor organization: conveying vehicles conveying engineers' equipment; parts chasing; power form tampers.

4. UNDERSTANDING

(a) The provisions of this Agreement are based on an effort to bring about more equitable conditions in the Heavy and Highway Construction Industry, and no language in this section shall be construed to evade the principles or intent of this Agreement.

(b) All machines, equipment or attachments, new or old, that are not listed in this Agreement shall be placed in a classification for manning requirements and wages, decided upon by a Joint Committee consisting of equal Employer and Union Representatives, before such machine, equipment, or attachment is put to work.

ARTICLE VI HOURS OF WORK

1. Eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a week's work - Monday through Friday.

2. A normal workday shall consist of eight (8) hours with one-half (1/2) hour for lunch. The starting time shall be set by the Employer except that starting time shall not be changed from day to day. The work day must start no sooner than 7:00 a.m., nor later than 8:00 a.m., except as may be otherwise mutually agreed upon by the Employer and Union.

3. On operations requiring two (2) shifts, the shifts shall be at least eight (8) hours each and of equal duration except where inclement weather prevents compliance herewith.

4. On three (3) shift operations, the first, or day shift, shall be of eight (8) hours duration; the second shift shall be of seven and one-half (7-1/2) hours duration and the third shift shall be of seven (7) hours duration. Each shift shall receive eight (8) hours pay.

5. On three (3) shift operations, the third shift shall be considered as falling on the same day of the week as the first and second shifts.

6. One and one-half (1-1/2) times the rates set forth in this agreement shall be paid for all work in excess of eight (8) hours per day and in excess of forty (40) hours per week. All Engineers, Maintenance Engineers, Firemen, Apprentice Engineers and Registered Apprentice Engineers shall be guaranteed forty (40) hours pay in a week, Monday through Friday. When an Engineer is ordered out to work he/she shall receive a minimum of eight (8) hours pay.

7. If time is lost during the week as a result of inclement weather, any overtime hours worked during the period of five (5) days, Monday through Friday, can be used to make up forty (40) hours to a maximum of twelve (12) hours per day.

8. An Engineer held on the job site, but not put to work due to inclement weather, shall be paid only the number of hours actually held.

9. All work performed on Saturday shall be paid at the rate of one and one-half (1-1/2) times the regular rate. All overtime shall be computed in one-half (1/2) hour minimums.

10. When an Engineer is laid off, it shall be for the work week. Otherwise he/she shall receive his/her full time, provided it takes place on the same job.

11. If an Employee is called out to work in the middle of the week, or any day after Monday, he/she is guaranteed the number of eight (8) hour days between the day of hire and Friday, unless the Employee is terminated.

12. If an Employee takes off on his/her own business, his guaranteed work week will be reduced by the number of hours or days off.

13. Time lost Monday through Friday due to inclement weather may be made up on Saturday at one and one half times (1-1/2) the rates set forth in this agreement.

14. As applied to work bid after June 13, 2005, when a shift work is mandated either in the job specification or by the contracting agency a premium of \$1.50 per hour will apply.

ARTICLE VII PAID HOLIDAYS AND SUNDAYS

1. Paid holidays to be observed are: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day, irrespective of the day of the week on which the holiday may fall. If the holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday. If the holiday falls on a Saturday it shall be celebrated on Friday, unless the Employer notifies the Union ten (10) days prior to the holiday that they will work on Friday. If they elect to work on Friday the Employee shall receive an additional eight (8) hours holiday pay for Saturday.

2. Any Employee laid off within the week in which a holiday falls shall receive holiday pay, provided the holiday occurs after the date of hire. Holiday pay shall be paid at the Employee's regular classification.

3. An Employee must work the work day before and the work day after a holiday to receive holiday pay. However, an employee not able to report because of proven sickness or death in his/her immediate family or accident shall be entitled to holiday pay.

4. If an Employee is ordered out and reports for work on a holiday, set forth in Section 1 above, and does not start, then he/she shall be paid a minimum of four (4) hours straight time in addition to the straight time given for said paid

holiday. If he/she starts work on a paid holiday, he/she shall be paid a minimum of eight (8) hours pay at double time in addition to the holiday pay otherwise due.

5. (a) When an employee is ordered out on a Saturday he/she shall receive one and one-half (1-1/2) day's pay regardless of hours worked. In the event of inclement weather and the Employee is not put to work in one (1) hour, he/she must be sent home and shall receive one (1) day's pay at straight time.

(b) If an Engineer, Maintenance Engineer, Apprentice Engineer or Registered Apprentice Engineer is ordered out to work on a Sunday and reports on the job but his/her services are not used, the Employee shall receive a minimum of eight (8) hours pay at straight time. If the Employee reports on the job and does start work the Employee shall be paid a minimum of eight (8) hours pay at double time.

ARTICLE VIII PAY

1. All wages under this Agreement shall be payable on the job every week. Not more than six (6) days pay shall be held back. Checks or pay envelopes shall show all information required by law.

2. If, for any reason, the Employer terminates the services of any employee working under this Agreement, the Employee shall be paid in full at the time of termination. If such employee is not paid in full at the time of termination, the Employee shall receive two (2) additional hours at straight time rate. However, such accrued wages and waiting time must be mailed or delivered to the Employee not later than the next business day.

3. If the employee leaves his/her job, he/she shall not be entitled to receive his/her pay for such week until the regular pay day for such work week, and he/she shall not be entitled to any additional pay for returning to the job in order to collect such pay.

4. Engineers, apprentice engineers, registered apprentice engineers, firemen and maintenance Employees shall not be laid off on a pay day for any reason, until they have received their pay.

5. All engineers, apprentice engineers and registered apprentice engineers working in the Tunnel shall be paid a premium of one dollar (\$1.00) per hour.

**ARTICLE IX
MASTER MECHANICS,
ASSISTANT MASTER MECHANICS,
MAINTENANCE ENGINEERS**

1. Where ten (10) or more bargaining unit employees, (excluding Employees performing work customarily known as oiling and registered apprentices employed as apprentice journeymen are employed on any one shift , a Master Mechanic, competent for the work, shall be employed to be responsible under the direction of the Employer for the routine performance of the work of operators, maintenance and repairs. The Master Mechanic shall be selected by the Union from among qualified applicants supplied by the Company unless otherwise mutually agreed upon. If there is no mechanical work, then he/she can operate equipment. Employer and Subs are to be counted separately.

(a) On overtime work, crews may be split. Overtime for personnel shall be equalized bi-weekly, if the personnel so selected are qualified to perform the overtime work.

(b) When up to three (3) productive pieces of equipment including Mechanics work overtime, either the Master Mechanic, Assistant Master Mechanic, or Steward shall be employed on the shift or project, on a rotating basis. (Generators, compressors, welders, Apprentice Engineers, Light Plants, Heaters and Pumps are excluded from the productive equipment count throughout this section). When four (4) or five (5) productive pieces of equipment including Mechanics work overtime, either two (2) of the Master Mechanic, Assistant Master Mechanic, or Steward shall be employed on the shift or project, on a rotating basis. When six (6) or more productive pieces of equipment including Mechanics work overtime, the Master Mechanic, Assistant Master Mechanic, and the Steward shall be employed on the shift or project.

(c) The Master Mechanic will be required to use tools on jobs until the fourteenth (14th) engineer is employed.

2. On jobs where no mechanics are employed, the repair work will be done by the Employee(s) assigned to the machines(s), provided they are qualified to do the repair work.

3. On jobs where a Master Mechanic is employed, repair work during the shift may be done by the crew under the general supervision of the Master Mechanic, provided they are qualified to do repair work.

4. Maintenance engineers shall be employed to do all pipe fitting in connection with hoisting and portable equipment. Maintenance engineers shall also supervise and install well-point systems, shall be employed to do all maintenance burning and welding, preparing and maintaining of all equipment,

including vibrators and tampers, tire repair, all gasoline, diesel, or electric pumps and all such other work, as by custom, has been performed by workers under the supervision of the Master Mechanic.

5. Maintenance and repair work on machines and/or equipment shall be done within the territorial jurisdiction of this Agreement, whether the work takes place on the job site or at the Employer's permanent shop or yard and such work will be done under the terms and conditions of this Agreement.

However, if the contractor has a permanent shop located outside the territorial jurisdiction of the Agreement, equipment and/or machines may be removed from the site to the shop for major overhauls or specialty work. Where specific items of specialty work are to be returned to the permanent shop, they shall be removed for shipment and reinstalled on the project.

6. When a lubrication rig is used on a job, one Employee shall be designated maintenance lubrication engineer and he/she shall be responsible for greasing and other similar service work for all designated machines. Such engineer may be assigned other duties if the lubrication rig is not a full-time job. The operators and registered apprentice engineers or apprentice engineers on the job may be directed to lubricate their own machines as part of their regular duties.

7. After nineteen (19) bargaining unit employees, (excluding employees performing work customarily known as oiling and registered apprentices employed as apprentice journeymen), are employed on any one shift or one project, an Assistant Master Mechanic shall be employed to assist the Master Mechanic under the direction of the Master Mechanic and after thirty-five (35) bargaining unit employees (excluding employees performing work customarily known as oiling and registered apprentices employed as apprentice journeymen), are employed on any one shift or one project, an additional Assistant Master Mechanic shall be employed to assist the Master Mechanic under the direction of the Master Mechanic. These Assistant Master Mechanics shall cover any job in case of an emergency or until a replacement arrives.

8. Ownership of transportation shall not be a condition of employment. In the event an Employer rents transportation from an Employee covered by this Agreement, the terms of the rental shall be evidenced by a written memorandum, a copy of which will be furnished the Union upon request.

ARTICLE X
FIREMEN, REGISTERED APPRENTICE ENGINEERS
AND APPRENTICE ENGINEERS

1. There shall be no requirement for use of a registered apprentice engineer or an apprentice on a hydraulic backhoe, concrete boom truck, and similar type of equipment or on a self propelled (remote controlled) auger and/or post driver. Registered apprentice engineers and apprentice engineers shall continue to remain employed pursuant to the terms set forth in paragraph 2 below.

2. Firemen or registered apprentice engineers or apprentice engineers shall be employed on all gasoline, oil, electric, air, or steam operated shovels, cranes, draglines, dredges, derrick boats, pavers (excluding stationary set-up), trenching machines, pile drivers, Euclid loaders, quarry master (or its equivalent), gradalls, hydro-cranes, cherry pickers rated over 60 tons by manufacturer, center mount, hydraulic truck crane and all terrain cranes rated over 60 tons by manufacturer, automated batch plants (wet or dry mix plants), and shall drive truck cranes and fuel trucks. Their duties shall be to assist the engineer in oiling, greasing, and preparing all machines, giving signals when necessary and chaining of buckets and scale boxes. On intermittent pumping or compressor operations, the registered apprentice engineer or the apprentice engineer or firemen on the rig shall cover such operation. He/she shall receive the B Classification rate for the entire day. Intermittent pumping or compressor operation is defined as operations to be conducted at temporary location and not exceeding in time fifty per cent (50%) of the work shift.

3. Where helpers are required on the grease rig, they shall be apprentice engineers or registered apprentice engineers.

4. Registered apprentice engineers or apprentice engineers and maintenance greasemen shall service the machine during the regular lunch period. They shall take their lunch period either before or after the regular lunch period, if so directed by the Employer.

5. The registered apprentice engineer or apprentice engineer must have his/her assigned rig running at the shift starting time.

6. All mainline cross country pipeline projects shall include apprentices or swampers on all backhoes.

ARTICLE XI
TERMINATION, DISCHARGE, AND MOBILITY

1. After consultation with the Master Mechanic, the Employer is to be the judge as to the satisfactory performance of work but no Employee may be discharged for defending the right of any Employee under the terms of this Agreement.

2. Upon completion of his/her work, the Master Mechanic may be moved by the Employer from one project to another within the Union's jurisdiction. It is further agreed that upon completion of his/her work any Employee covered by the terms of this Agreement may be moved by the Employer from one project to another within the Union's jurisdiction.

3. Key engineers may be moved from one Local Union's area to another after consultation between the Employer and Union representative in charge as to which key engineers are necessary.

4. No employees shall leave an uncompleted contract to accept employment with another Employer unless agreeable to both Employers.

ARTICLE XII
ELECTION DAY

All Employees of the Employer shall be allowed time to vote on Election Day as required by law.

ARTICLE XIII
STEWARD

The Union shall appoint the steward and it shall notify the Employer of its selection. The steward shall not be laid off or discharged without the consent of the Union. He/she shall be given sufficient time to perform the duties assigned to him/her by the Union. In case of injury to Employee(s) covered by this Agreement, the Steward shall be notified as soon as possible. The steward shall start work with the first Engineer or Maintenance Engineer.

One projects of less than five million dollars (\$5,000,000) in value the Unions selection for steward will be made from a list of members who will be employed on the project.

**ARTICLE XIV
MISCELLANEOUS**

1. There shall be no restriction on bargaining unit employees changing equipment.
2. On all projects, where there is no operating engineers employed on the job, the manning, set-up, breakdown, repair and maintenance of hands-off equipment as listed in Article V shall be the jurisdiction of the Union.
3. On all projects, when an operating engineers is employed on the job, the Employer shall not be required to assign him/her to hands-off equipment.
4. Notwithstanding section 2, on all projects, when an operating engineers is not employed on the job, the Employer can operate up to three pieces of hands-off equipment in any of the following combinations:
 - (a). Fully automated pumps (all power hydraulic & electric).
 - (b). Compressors with a combined total not to exceed 600 C.F.M.
 - (c). Pumps of combined total of 6" or less.
 - (d). Generators (under 20 KW)
 - (e). Heaters (under 1 MBTU)
 - (f). Welding Machines
 - (g). Temporary Lighting Plants not to exceed a combined total of 24 KW
5. The maintenance, placement, installation and repairs of any bargaining unit work covered by Article V, Definition and Jurisdiction shall be the work of the Union.
6. Horizontal Directional Drill operator will also man the Drill Locator. When an extra person is required on the locator it shall be an operating engineer. This crew will be considered one operator when counting towards Master Mechanic, Assistant Master Mechanic and Apprentice totals.
7. Prior to commencement of work, Employees covered by this Agreement will be covered by Unemployment, D.B.L., and Workmen's Compensation Insurance. Upon demand, satisfactory evidence of such coverage will be furnished to the Union.
8. The Employer shall obtain and keep in force public liability insurance for property damage and bodily injury in sufficient amounts as to provide protection or coverage for third party actions arising out of accidents occurring within the scope of the employment of his Employees. Upon receipt of

a summons and/or complaint involving a third party action arising out of an accident which occurred within the scope of an Employee's employment, the Employer shall provide the Employee with a defense to such litigation and pay the cost thereof.

9. The Employer agrees that as soon as a contract for a job has been awarded or within a reasonable time thereafter, but prior to the starting of any job, it will notify the Union of such job award, make arrangements and hold a pre-job conference with the Union. This clause shall apply to every job or project undertaken by the Employer. Upon request of the Union, any job site subcontractor shall also meet for a pre-job conference before it commences its portion of the work on a job.

10. Cleaning of tracks shall be done by the engineer or registered apprentice engineer or apprentice engineer on his/her equipment. If such persons do not clean them, then the Employer shall assign such work to such other persons as he may elect.

11. (a) Equipment covered by this Agreement, when being moved under its own power shall be operated by bargaining unit employees. When equipment is being moved from the Union's jurisdiction to that of another union's jurisdiction it shall be moved by bargaining unit employees from the area where the equipment had been working. Rented equipment moved by the Employer shall be covered by this clause. Bargaining unit employees shall load and unload all equipment on the lowboy for transporting.

(b) Reasonable expenses for meals, lodging, and other actual necessary charges shall be reimbursed to such Employees upon furnishing receipts to the Employer.

12. (a) C.M.I. Grade and similar type machines, one (1) A Class Engineer and one (1) B Class Engineer.

(b) C.M.I. Belt Placer and similar type machines, one (1) A Class Engineer.

(c) C.M.I. Slip Form Paver and similar type machines, one (1) A Class Engineer and one (1) B Class Engineer.

(d) C.M.I. Tube Finisher and similar type machines, one (1) B Class Engineer.

(e) C.M.I. Curing and similar type machines, one (1) B Class Engineer.

(f) One (1) registered apprentice engineer or apprentice engineer at B Classification for C.M.I. and similar type concrete spreads.

(g) C.M.I. auto Grade Reclaimer Model #TR225, or similar type, one (1) A Class Engineer.

13. Cabs or canopies with side curtains and heating systems are to be installed on all major equipment (except paving equipment). Umbrellas to protect against inclement weather will be provided on paving equipment.

14. A compressor operator on the General Contractors payroll will cover compressors used by the Painting Subcontractors.

15. It is agreed by the parties that on all projects to be performed in an amount in excess of ten (10) million dollars (\$10,000,000) the Employer shall have the right to seek the Union's agreement on a pre-bid basis to grant more favorable terms and conditions than are set forth in this Agreement. It is agreed and understood that the failure and/or refusal of the Union to agree to such relief shall result in the continuation of the terms set forth in this Agreement and the Employer shall be relieved of no obligations set forth herein.

16. The Employer and the Union agree that the stability and progress of the industry is dependent in large measure on the availability of a pool of highly trained, competent and professional employees. The parties commit to expending their best efforts to insure that apprentice training remains a priority of the Union - Employer relationship.

It is agreed that, for every eight (8) journeymen employed at one time by the Employer, a registered apprentice engineer shall be employed. It is understood that when determining whether the registered apprentice engineer is required, the parties shall consider the aggregate number of journeypersons employed by the Employer. The wage for a registered apprentice engineer who is operating a Class A piece of equipment will be Class A rate minus \$.40 per hour.

It is also understood and agreed that this above mentioned registered apprentice shall not be included towards the count of bargaining unit employees mentioned in ARTICLE IX paragraphs 1 and 7 that would require the employment of a Master Mechanic, Assistant Master Mechanic or 2nd Assistant Master Mechanic.

The Registered Apprentice will not be required to work overtime if his machine is not required during an overtime operation. He/she will not be "bumped" from his machine during overtime, and likewise he will not receive preferential treatment for overtime regardless of the number of employees

company wide who are working overtime. The overtime provision applies to weekend work as well.

The parties further agree that the 8:1 ratio set forth above is subject to re-negotiation upon the request of either of the parties.

It is agreed that, in the event the Employer fails to employ a registered apprentice engineer as required by this Agreement, it shall make the injured Employee whole by employing him/her on the jobsite for a period not less than the period during which employment would have occurred. Compliance with this remedy shall not relieve the Employer of remaining or additional obligations set forth in this Agreement.

The provisions set forth herein shall be enforceable pursuant to the grievance/arbitration procedure established in this Agreement.

17. In the event the Employer bids any project where there is any B portion of A and B bidding and/or lane rental plus interim payment and any other allowable deduct which are to be deducted from the bid price in order to determine whether the project will fall under the established cap for targeting, the Employer shall contact the Union and provide documentation to verify this. The invocation of this Section shall be initiated and provided by the Employer prior to the project being started. The intent is to determine what does it cost to build the project.

18. Pile drivers may assist the operator and the oiler in the assembly and disassembly of the crane that is used in their specific work. Ironworkers may assist the operator and the oiler in the assembly and disassembly of the crane that is used in their specific work.

19. Laborers may assist the operator in the assembly and disassembly of the lines and hoses that extend from the concrete pump.

20. The Union acknowledges the fact that, the Labor Relations Division, Western New York Region, Associated General Contractors of America, New York State Chapter, Inc., is in the forefront of lobbying for more construction work within the Union's geographical jurisdiction. It is therefore in the Parties interest that the construction business volume this Employer Association procures for Western New York, be awarded to its members who provide employment for employees represented by the Union. The Parties hereby agree to meet not less than quarterly to review and discuss specific measures to achieve this objective.

The meeting will be tentatively set for the 1st Thursday of the month for the following months, February, May, August and November. Local 17 will

determine the location and time of the meeting and inform the Association members.

ARTICLE XV SAFETY

1. No employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

2. The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all Employees. Safety rules and regulations will be made known to all Employees and the use of safety equipment will be continually promoted by both parties.

3. Where the Employer has a Safety Committee on any job, one of the Employees who is a member of the Union shall be a party to such committee. The duties of the committee shall be determined by the Employer.

4. When various forms of personal protection are required, they shall be supplied by the Employer at no cost to the Employee.

5. The Employers and the Union will negotiate an owner mandated site safety procedure by September 1, 2005.

ARTICLE XVI RADIATION

1. In the event the Employer requires work to be performed in any area of radiation, requiring special protective clothing, such clothes shall be provided by the Employer. Safety requirements shall be established by applicable State and Federal Laws, rules and regulations.

2. In the event an Employee must dispose of his/her regular clothing due to contamination, he/she shall be reimbursed by the Employer for like items of clothing, including boots, which had been disposed of.

3. Where an Employee loses work opportunity due to overexposure to radiation, he/she may be shifted to another piece of equipment of the Employer at some other location. If the Employer has no other job available, the Local Union agrees to give priority to such Employee for any other work opportunity available. If the Union is unable to provide a work opportunity for such an Employee, the Employer will assume such responsibility for the duration of that job or for a period up to a maximum of thirty (30) days.

ARTICLE XVII WORK DISPUTES

1. The Employer agrees that the terms of this Agreement shall apply to all bargaining unit work specified in Article V which has traditionally been performed by bargaining unit members. The Employer further agrees that the covenants set forth in this Agreement shall be applied to all bargaining unit work specified in Article V which has traditionally been performed by bargaining unit members, notwithstanding obligations, contractual or otherwise, which the Employer may have or hereafter assumes with another labor organization.
2. The parties recognize that there may be pieces of equipment, (those specifically listed in ARTICLE V, 3b and/or types of work not listed in Article V which both the Union and another labor organization(s) would claim as bargaining unit work. Under such circumstances the following dispute resolution procedure shall apply and shall be final and binding:
 - A. The Employer shall make the initial assignment based upon the nature of the work performed;
 - B. If the Union disagrees with the assignment, it shall notify the Employer and the competing labor organization of the Union's desire to meet within 48 hours and attempt to resolve this disagreement. If unable to resolve the work assignment dispute the parties will then engage in tripartite arbitration before Arbitrator, Joseph W. Bania or Arbitrator James R. Markowitz or Arbitrator Stuart M. Pohl (to be utilized in descending order). The parties shall make themselves available for hearing on the first date offered by the arbitrator;
 - C. The arbitrator, after hearing evidence and receiving briefs (if the arbitrator so desires) shall, within ten (10) calendar days from the close of the hearing, issue a remedy appropriate under the circumstances.
3. Notwithstanding provisions in the Agreement to the contrary, the Union hereby waives any right to strike, picket or take any job action whatsoever during the pendency of a work dispute under this Article XVII. The appropriate arbitration procedure shall be followed.

**ARTICLE XVIII
TERMINATION**

This Agreement, shall continue in effect from the 1st day of April 2005, through the 31st day of March, 2009, and during each calendar year thereafter, unless on or before the 31st day of January, 2009, or January 31st of any year thereafter, written notice of termination or modification of this Agreement is served by either party on the other party. In the event that such written notice is served and changes in this Agreement are agreed upon, a new Agreement is embodying such changes shall be reduced to writing and executed.

**ARTICLE XIX
SAVINGS CLAUSE**

In the event that any State or federal Statute or Law shall supersede or invalidate any clauses in this Agreement, such Statute or Law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any clause or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new clause or portion thereof, which shall be valid and which shall replace that clause or portion thereof declared invalid.

**ARTICLE XX
TRUST FUNDS-GENERAL**

1. In addition to the wage rates provided for herein, each signatory to this Agreement agrees, that upon signing this Agreement, it has become a party in the same manner and form as any other Participating Employer and does hereby bind itself to the terms and conditions of the respective Agreements and Declarations of Trust of the Engineers Joint Benefit Funds. (viz., the presently established Health and Welfare, EJWF Supplemental Fund, EJWF Personal Account Plan, Pension, Supplemental Unemployment Benefits, and Training Funds) as if said Trust Agreements, together with any amendments thereto, of the named Funds are fully incorporated herein and made a part hereof, and agrees to be considered as an Employer, as the same is defined, under each of the said Agreements and Declarations of Trust.

2. The parties and each other signatory to this Agreement empower and authorize the Trustees, to delegate, in a prudent and lawful manner, the investment powers granted unto said Trustees by the said Agreement and Declarations of Trust. The delegation of such investment and reinvestment powers, to the extent that the Trustees deem desirable, may be made to any bank, trust company, investment advisor, financial investment and management institution and/or investment institutions provided they are registered with the

Securities and Exchange Commission under the Investment Advisors Act and with the respective New York State Insurance or Banking Departments.

3. In the exercise of their authority to delegate certain powers as *aforescribed*, the trustees may enter into such agreements in connection *therewith* with any party so selected provided such agreements are revocable by the Trustees at any time.

4. Change in Contributions During The Term of The Agreement: Upon sixty (60) days' notice prior to the effective date of any hourly wage increase provided for herein, the Union shall have the right to decide that a stated portion of such hourly wage increase shall be added to the contributions to be made to any of the jointly trusteed funds, including the Operating Engineers Local 17 Training Fund. This provision is intended to apply, as well, to the overtime portions of such contributions concerning which the parties agree the Union may also decide to increase the amount of additional weekly dues deduction, subject, however, to proper dues deduction authorizations being submitted in that respect.

ARTICLE XXI

WELFARE AND PENSION FUND CONTRIBUTIONS

1. The Employer agrees to contribute to the Engineer's Joint Welfare Fund, 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 in the amounts hereinafter set forth in Article XXVII for each actual hour paid (excluding holidays not worked) and in like manner to the Engineer's Joint Pension Fund, at the above address. Such contributions shall be remitted to the said Engineer's Joint Welfare and Pension Funds in the mode and manner as determined by the Board of Trustees of said funds pursuant to the terms of Agreements and Declarations of Trust between the Labor Relations Division, Associated General Contractors of America, New York State Chapter, Inc., and Local Unions 17, 106, 410, 463, 545, and 832 of the International Union of Operating Engineers, AFL-CIO.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to the Engineers Joint Welfare and Pension Funds after notice has been served upon such delinquent Employer shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of collection, legal fees not in excess of twenty percent (20%) of the amount of said delinquency and the costs of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the funds shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provisions contained in Section 2 hereof, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union said agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent Employer agrees to pay as liquidated damages, to each of said Employer's employees in the collective bargaining unit their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

4. The parties hereto recognize that the Union, the Funds, and/or any affiliated Fund may make contributions to the respective funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

5. The Engineers Joint Welfare Fund, Engineers Joint Pension Fund, Engineers Central Pension Fund, Local 17 Supplementary Unemployment Insurance Benefit Fund and the Local 17 Training Fund (jointly referred to as "Funds") shall be administered pursuant to provisions of Agreements and Declarations of Trust of the respective Funds, or any restatements of such Trust Agreements, together with various written policies, including but not limited to Collection Policy, Mistaken Contribution Policy, and Withdrawal Liability Policy (jointly referred to as "Policies") established by the various Funds' Trustees, and shall be in compliance with requirements of State and Federal laws governing and regulating such Trusts. Such Agreements and Declarations of Trusts and Policies, together with any amendments to or restatements of such Trusts or Policies, are hereby incorporated herein by reference as if fully set forth herein.

6. The parties to this Collective Bargaining Agreement hereby agree that the signing of this Agreement shall constitute an obligation to be bound by the terms and conditions of said Agreements and Declarations of Trust of the Funds, and the Funds' Policies together with any amendments to or restatements of such Trusts or Policies, as if said Agreements and Declarations of Trust of the Funds and Policies were fully set forth herein and made a part thereof.

7. In the areas of the operation and administration of the Funds and any other areas of responsibility or authority delegated to or reserved to the Funds' Trustees under the Employee Retirement Income Security Act of 1974 "ERISA"), including, but not limited to, collection of delinquencies, return of contributions, and the rights and remedies of the Funds when collecting delinquencies, if the terms of this Agreement conflict with the Agreements and Declarations of Trust of the Funds and/or Policies, the terms and provisions of the Agreements and Declarations of Trust and Policies will govern and supersede any inconsistent provisions of this Agreement.

**ARTICLE XXII
SUPPLEMENTARY UNEMPLOYMENT INSURANCE
BENEFIT FUND CONTRIBUTIONS**

1. The Employer agrees to contribute to a Supplemental Unemployment Insurance Benefit Fund in the amounts hereinafter set forth in Article XXVII for each actual hour paid (excluding holidays not worked). Such contributions shall be remitted to the Engineer's Joint S.U.B. Fund located at 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust between the Labor Relations Division, Associated General Contractors of America, New York State Chapter, Inc., and Local Union 17, 106, 410, 463, 545, and 832 of the International Union of Operating Engineers, AFL-CIO.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer who becomes delinquent in the payment of contributions due to the Engineer's Joint S.U.B. fund after notice has been served upon such delinquent Employer, shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of collection. Legal fees due shall not exceed twenty percent (20%) of the amount of said delinquency and the costs of any audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Funds shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provisions contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent Employer agrees to pay, as liquidated damages to each of said Employer's Employees in the collective bargaining unit, their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

4. The parties hereto recognize that the Union, the Funds, and/or any affiliated fund may make contributions to the respective funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

**ARTICLE XXIII
TRAINING FUND**

1. The Employer agrees to contribute to the Operating Engineers Local 17 Training Fund. Such contributions shall be remitted in the amounts hereinafter set forth in Article XXVII for each actual hours paid (excluding holidays not worked) to the Engineers Joint Benefit Fund, 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 or any other depository selected by the Trustees, in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust between the Labor Relations Division, Associated General Contractors of America, New York State Chapter, Inc., and Local Union 17 of the International Union of Operating Engineers.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any employer who becomes delinquent in the payment of contributions due to the Operating Engineers Local 17 Training Fund after notice has been served upon such delinquent Employer, shall be liable for not only the amount of contributions due, but in addition thereto, interest, costs and fees of collection. Legal fees due shall not exceed twenty percent (20%) of the amount of said delinquency and the cost of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Fund shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provisions contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent employer agrees to pay as liquidated damages, to each of said Employer's Employees in the collective bargaining unit their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

4. The parties hereto recognize that the Union, the Funds, and/or any affiliated fund may make contributions to the respective Funds for and on behalf of their Employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

ARTICLE XXIV BONDING

It is agreed that non-Association Employers and/or habitual delinquents as determined by the Trustees of the Engineers' Joint Funds, may be required to post a bond in the amount of three (3) percent of the contract price to a maximum of \$50,000 to cover any and all fringe benefit contributions to Engineer's Joint funds.

ARTICLE XXV CONTRIBUTIONS TO FRINGE BENEFITS OVERTIME REQUIREMENTS

1. During overtime hours, the Employer shall be obligated to the Employee for the payment of fringe benefit contributions, including the Training Fund, at time and one-half (1-1/2) the fringe benefit rates otherwise provided for in this Agreement. The premium rate referred to herein is time and one-half (1-1/2) and, accordingly, the amount paid to the Employee shall be the half time portion, the straight time portion during such overtime hours to be paid to the said fringe benefit funds, including the Training Fund, plus any monies due pursuant to Article XXVIII. See Overtime Dues Deduction Authorization.

2. The provisions set forth in Paragraph 1 above shall not apply to contributions made to the Central Pension Fund and the Engineers Joint Welfare Fund/Personal Account Plan EJWF/PAP. Said funds shall receive contributions for hours paid, in full.

ARTICLE XXVI SUBCONTRACTING

1. It is agreed by and between the parties hereto, that the Employer may not subcontract bargaining unit work unless it requires the subcontractor to comply with the terms, conditions of employment, benefit supplements and wage rates provided for in this Agreement, provided however, that this provision shall not apply to subcontracted work (other than jobsite) when an available subcontractor has an Agreement with another Labor organization. The Employer understands and agrees that this clause shall be deemed breached by the Employer if its subcontractor fails to comply with the terms, conditions of employment, benefit supplements and wage rates provided for in this agreement.

2. A subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees under contract, oral or written, with the general contractor or his subcontractor to perform on the job site any part or

portion of the work covered by this Agreement, including the operating of equipment, performance of labor, and installation of materials.

3. Notwithstanding anything contained in this article, the provisions hereof shall not be applicable to a serviceman of a secondary Employer on the job site for the purpose of performing work on any new construction equipment which is covered by a warranty so long as the warranty extends for only a reasonable period of time.

4. An owner-operator renting his/her machine to a contractor, shall be on said contractor's payroll as an employee and shall be governed by the terms and conditions of this Agreement. Separate checks shall be paid to the owner-operator for wages and leasing of such equipment.

ARTICLE XXVII WAGE RATES AND CLASSIFICATIONS

Effective July 1, 2005 through June 30, 2006

Master Mechanic.....	\$30.02
Assistant Master Mechanic.....	29.38
Crane with Boom over 100 feet.....	29.70
Crane with Boom over 200 feet.....	29.95
Crane with Boom over 300 feet.....	30.45

Add \$1.00 per hour to rate for Engineers and/or Registered Apprentice Engineers or Apprentice Engineers working in the tunnel.

Add \$3.00 per hour (in addition to Class "A" rate) for operating all lattice boom cranes and any hydraulic crane over sixty (60) tons capacity (In addition to long boom rate, where applicable)

Classification A.....	\$28.95
Air Hoist	
All Boom Type Equipment	
All Pans and Carry-Alls	
Asphalt Curb and Cutter Machines	
Asphalt Roller	
Asphalt Spreader or Paver	
Automatic Fine Grade Machine (CMI and similar type)	
(first and second operator)	
Backhoe and Pullhoe (All)	
Back Filling Machine	
Belt Placer (CMI and similar type)	
Bending Machine (Pipe)	

Bituminous Spreader and Mixer
Blacktop Plant, (All)
Blast or Rotary Drill (Truck or Track Mounted)
Blower for Burning Brush
Boiler (when used for Power)
Boom Truck
Boring Machine
Bulldozer
Cableway
Cage Hoist
Caisson Auger
Central Mix Plant (and all Concrete Batching Plants)
Cherry Picker
Concrete Cleaning Decontamination Machine
Concrete Curb and Gutter Machine
Concrete Curing Machine
Concrete Mixer (over 1/2 cu. yd.)
Concrete Pavement Spreaders and Finishers
Concrete Paver
Concrete Pump
Concrete Saw (Self Propelled)
Conveyor
Core Drill
Crane
Crusher
Decontamination of Equipment
Derrick
Dragline
Dredge
Drill Rig (Tractor Mounted)
Dual Drum Paver
Electric Pump used in conjunction with Well Point Systems
Elevating Grader (Self Propelled or Towed)
Elevator
Excavator (all purpose, hydraulically operated)
Farm Tractor with Accessories
Fine Grade Machine
Forklift
Front End Loader
Gradall
Grader
Grout or Gunite Machine
Head Tower
Heavy Equipment Robotics Operator/mechanic
Hoist, all types
Hoisting Engine

Horizontal Directional Drill Locator
 Horizontal Directional Drill Operator
 Hydraulic Boom
 Hydraulic Hammer (Self Propelled)
 Hydraulic Pipe Jack Machine (or similar type machine)
 Hydraulic Rock Expander (or similar type machine)
 Hydraulic System Pumps
 Industrial Tractor
 Jersey Spreader
 Kolman Plant Loader (and similar type Loaders)
 (if employer requires another man to clean the screen or to
 maintain the equipment, he/she shall be Registered Apprentice
 Engineer or Apprentice Engineer)
 Laser Screed
 Locomotive
 Log Skidder (Similar Type)
 Maintenance Engineer
 Maintenance, Lubrication Unit or Truck
 Mine Hoist
 Mixer for Stabilized base, (Self Propelled)
 Monorail
 Motorized Hydraulic Pin Puller
 Motorized Hydraulic Seeder
 Mucking Machine
 Mulching Machine
 Overhead Crane
 Peine Crane (or similar type)
 Pile Driver
 Plant Engineer
 Pneumatic Mixer
 Post Hole Digger and Post Driver
 Power Broom
 Pump Crete
 Push Button Hoist
 Push or Snatch Cat
 Quarry Master or Equivalent
 Road Widener
 Rock Bit sharpener (all types)
 Roller (all)
 Rolling Machine (Pipe)
 Rotomill
 Scoopmobile
 Shovel
 Side Boom
 Skid Steer/Bobcat (Similar Type)
 Skimmer

Slip form Paver (CMI and similar type)
(First and Second Operator)
Snorkel/Vacuum Truck
Strato-Tower
Tire Truck & Repair
Towed Roller
Tractor Drawn Belt-Type Grader/Loader
Tractor Shovel
Tractor with Towed Accessories
Tractors (when using winch power)
Trencher
Truck Crane
TugBoats
Tunnel Shovel
Tube Finisher (CMI and similar type)
Vacuum Blasting Machine operator/mechanic
Vibratory Compactor
Vibro Tamp
Waterjet Cutting Tool System Operator/mechanic(Ultra high Pressure)
Well Drilling Machine
Well Point
Winch
Winch Truck with A Frame

Classification B.....\$24.45

Aggregate Bin
 Aggregate Plant
 *Apprentice Engineer/Registered Apprentice Engineer
 *Apprentice Engineer/Registered Apprentice Engineer-Driver
 Articulated Off Road Material Hauler
 CMI and similar type Concrete Spreads
 (Apprentice Engineer/Registered Apprentice Engineer)
 Cement Bin
 Chipping Machine and Chip Spreader
 Compressors (4 or less)
 Compressors: any size, but subject to other provisions for compressors,
 Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding
 Machines
 (four of any type or combination).
 Concrete Mixer (1/2 cu. yd. and under)
 Fireman
 Form Tamper
 Fuel Truck
 Heating Boiler (used for temporary heat)
 *Helper on Lubrication Unit or Truck
 Jeep Trencher
 Power Heaterman
 Power Plant in excess of 10 K.W.
 Pump (4" or over)
 Revinlus Widener
 Steam Cleaner
 Stump Chipping Machine
 Welding Machine (1 machine over 300 amps or 2 or 3 machines
 regardless of amps)

WAGE RATES AND CLASSIFICATIONS

CLASSIFICATION JULY 1, 2005 - JUNE 30, 2006

	\$ Per Hour	\$ Per Day	\$ Per Week
Master Mechanic	\$ 30.02	\$240.16	\$1200.80
Asst. Master Mechanic	29.38	235.04	1175.20
Crane over 100'	29.70	237.60	1188.00
Crane over 200'	29.95	239.60	1198.00
Crane over 300'	30.45	243.60	1218.00
Class A	28.95	231.60	1158.00
Class B	24.45	195.60	978.00

CLASSIFICATION JULY 1, 2006 - JUNE 30, 2007

	\$ Per Hour	\$ Per Day	\$ Per Week
Master Mechanic	\$ 30.56	\$ 244.48	\$1222.40
Asst. Master Mechanic	29.92	239.36	1196.80
Crane over 100'	30.24	241.92	1209.60
Crane over 200'	30.49	243.92	1219.60
Crane over 300'	30.99	247.92	1239.60
Class A	29.49	235.92	1179.60
Class B	24.99	199.92	999.60

CLASSIFICATION JULY 1, 2007 - JUNE 30, 2008

	\$ Per Hour	\$ Per Day	Per Week
Master Mechanic	\$ 31.04	\$ 248.32	\$1241.60
Asst. Master Mechanic	30.40	243.20	1216.00
Crane over 100'	30.72	245.76	1228.80
Crane over 200'	30.97	247.76	1238.80
Crane over 300'	31.47	251.76	1258.80
Class A	29.97	239.76	1198.80
Class B	25.47	203.76	1018.80

In addition to the above listed wage rates, the following amounts are payable in fringe benefits:

	7/1/05	7/1/06	7/1/07
EJWF Supplement (hr pd)	\$.70	\$.80	\$.90
Pension (hr pd)	2.25	2.25	2.25
Welfare (hr pd)	5.20	5.70	6.30
S.U.B. (hr pd)	1.40	1.40	1.40
Trng. Fund (hr pd)	1.21	1.21	1.21
Central Pension Fund (hr pd)			
Engineers	5.30	5.55	5.80
*Apprentice Engineers/Registered Apprentice			
Engineers	4.90	5.15	5.40
EJWF/PAP (hr pd)	1.15	1.15	1.15

The total compensation increase on July 1, 2008 for each classification will be one dollar ninety nine cents (\$1.99). The Union will notify the employers by May 30, 2008 describing the details of the distribution throughout the wage and fringe benefit package of this increase.

WORK AT HAZARDOUS WASTE SITE

When an employee covered by this agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished, and those employees use or wear, required forms of personal protection, then in such case an employee shall receive his/her regular hourly rate plus \$2.50 per hour.

Tunnel work premium shall be \$1.00 per hour.

Add \$3.00 per hour (in addition to Class "A" rate) for operating all lattice boom cranes and any hydraulic crane over sixty (60) tons capacity (In addition to long boom rate, where applicable)

ARTICLE XXVIII UNION DUES, STRIKE AND DEFENSE FUND, POLITICAL ACTION, DEDUCTION AUTHORIZATION

A. To all employers by whom I am employed during the terms of the present or future collective bargaining agreements by and between either Labor Relations Division, Western New York Region, Associated General Contractors

of America, New York State Chapter, Inc. and International Union of Operating Engineers Local 17, 17A, 17B, 17C, & 17RA, the Construction Industry Employers Association, the Ready Mix and Aggregate Industry Employers or the Association of Utility Contractors and the same said Locals: I hereby authorize such Employers to deduct from my pay each week, the sum of:

(1) One dollar and fifty-one cents (\$1.51) which represents ninety-six cents (\$.96) union dues and fifty-five cents (\$.55) defense fund contribution, for each hour paid to the Employee covered by this agreement. Total deductions for time and one-half will amount to two dollar and twenty-seven cents (\$2.27) and double time will amount to three dollars and two cents (\$3.02) when applicable per hour for period starting July 1, 2005.

(2) One dollar and fifty-seven cents (\$1.57), which represents ninety-nine cents (\$.99) union dues and fifty-eight cents (\$.58) defense fund contribution, for each hour paid to the Employee covered by this agreement. Total deductions for time and one-half will amount to two dollars and thirty-six cents (\$2.36) and double time will amount to three dollars and fourteen cents (\$3.14) when applicable per hour for period starting July 1, 2006.

(3) One dollar and sixty-one cents (\$1.61) which represents one dollar and two cents (\$1.02) union dues and fifty-nine cents (\$.59) defense fund contribution, for each hour paid to the Employee covered by this agreement. Total deductions for time and one-half will amount to two dollars and forty-two cents (\$2.42) and double time will amount to three dollars and twenty-two cents (\$3.22) when applicable per hour for period starting July 1, 2007.

Said deductions to be part of my membership dues for the said week owed by me to the International Union of Operating Engineers Locals 17, 17A, 17B, 17C, and 17RA.

In addition, I hereby authorize each said employer to deduct from my pay each week the following amounts as designated in the Local bargaining agreements on the applicable effective dates: Effective July 1, 2005, and continuing through June 30, 2006, five dollars and thirty-five cents (\$5.38) per hour or fractions thereof during all hours of overtime work for which I am employed such week, reducing by that amount the total obligations of the Employer during that week to the fringe benefit funds provided for under said Agreement, where the particular Agreement provides for overtime at the rate of one and one-half (1-1/2), and effective July 1, 2005 and continuing through June 30, 2006, ten dollars and seventy-six cents (\$10.76) per hour or fractions thereof; during such hours where such Agreement provides for overtime at the rate of double time, thereby reducing the Employer's total obligations to the fringe benefit funds under such Agreement by that amount per hour for such hours, all of which deductions are herein referred to as weekly additional dues.

Effective July 1, 2006, and continuing through June 30, 2007, five dollars and sixty-eight cents (\$5.68) per hour or fractions thereof during all hours of overtime work for which I am employed such week, reducing by that amount the total obligations of the Employer during that week to the fringe benefit funds provided for under said Agreement, where the particular Agreement provides for overtime at the rate of one and one-half (1-1/2), and effective July 1, 2006 and continuing through June 30, 2007, eleven dollars and thirty-six cents (\$11.36) per hour or fractions thereof; during such hours where such Agreement provides for overtime at the rate of double time, thereby reducing the Employer's total obligations to the fringe benefit funds under such Agreement by that amount per hour for such hours, all of which deductions are herein referred to as weekly additional dues.

Effective July 1, 2007, and continuing through June 30, 2008, six dollars and three cents (\$6.03) per hour or fractions thereof during all hours of overtime work for which I am employed such week, reducing by that amount the total obligations of the Employer during that week to the fringe benefit funds provided for under said Agreement, where the particular Agreement provides for overtime at the rate of one and one-half (1-1/2), and effective July 1, 2007 and continuing through June 30, 2008, twelve dollars and six cents (\$12.06) per hour or fractions thereof; during such hours where such Agreement provides for overtime at the rate of double time, thereby reducing the Employer's total obligations to the fringe benefit funds under such Agreement by that amount per hour for such hours, all of which deductions are herein referred to as weekly additional dues.

The dues, strike and defense and political action obligations that will become effective July 1, 2008 will be determined at such time that the compensation increase is allocated for this year. The Union will notify the employers by May, 30, 2008 the details of these obligations.

I understand that my authorization to deduct such amounts of money that are referred to as weekly additional dues is pursuant to the portion of the Agreement between the said Employer and Local 17, 17A, 17B, 17C, and 17RA which provides that during such overtime, Employer contributions to the fringe benefit funds will be at straight time, rather than at premium overtime rates, the latter portion, instead being paid to me as wages.

Such deductions shall be made from my earned pay on each weekly scheduled pay day and shall be remitted to International Union of Operating Engineers Locals 17, 17A, 17B, 17C, and 17RA promptly thereafter.

This authorization is effective from the date hereof and shall continue in full force and effect for a period not to exceed one (1) year, and for any subsequent similar period thereafter unless revoked by me in writing within fifteen (15) days immediately preceding the initial year or any subsequent year. The copy of said revocation must be delivered to the Union and signed by me.

DATE: _____

SIGNATURE: _____

B. To all employers by whom I am employed during the term of the present or any future collective bargaining agreement by and between either the Labor Relations Division, Western New York Region, Associated General Contractors of America, New York State Chapter, Inc., and the International Union of Operating Engineers Locals 17, 17A, 17B, 17C, and 17RA or the Construction Industry Employers Association, the Ready Mix and Aggregate Industry Employers or the Association of Utility Contractors and the same said Locals:

I hereby authorize such Employers to deduct from my wages each week, the sum of ten cents (\$.10) C.O.P.E. fund contribution for each hour paid to the Employee covered by this Agreement. Total deductions for time and one-half will amount to fifteen cents (\$.15) and double time will amount to twenty cents (\$.20) when applicable per hour for period starting July 1, 2005. This authorization is voluntarily made on the specific understanding that signing of this authorization and the making of payments to the IUOE Local 17 Political Action Committee are not conditions of membership in the Union or of employment and that the IUOE Local 17 P.A.C. will use that money to make political contribution and expenditures in connection with Federal, State and Local elections.

This authorization is effective from the date hereof and shall continue in full force and effect for a period not to exceed one (1) year, and for any subsequent similar period thereafter unless revoked by me in writing within fifteen (15) days immediately preceding the initial year or any subsequent year. The copy of the said revocations must be delivered to the Union and signed by me.

DATE: _____

SIGNATURE: _____

AUTHORIZATION CARD

To all employers by whom I am employed during the terms of the present or future collective bargaining agreements by and between the Labor Relations Division, Western New York Region, Associated General Contractors of America, New York State Chapter, Inc. (AGC) Construction Industry Employers Association, Ready Mix and Aggregate Industry, and Independent Contractors.

UNION DUES, STRIKE AND DEFENSE FUND

A. I hereby authorize such employers to deduct from my pay each week the sum set forth in the current bargaining agreements as contained in the clauses of said agreements listed above. Said deductions to be part of my membership dues for the said week owed by me to the International Union of Operating Engineers Local 17, 17A, 17B, 17C and 17RA. Such deductions will be made from my earned pay on a weekly scheduled pay day and shall be remitted to the International Union of Operating Engineers Local 17, 17A, 17B, 17C, and 17RA promptly thereafter. This authorization is effective from the date hereof and shall continue in full force and effect for a period not to exceed one year, and for any subsequent similar period thereafter unless revoked by me in writing within fifteen (15) days immediately preceding the initial year or any subsequent year. The copy of the said revocation must be delivered to the Union and signed by me.

DATE: _____

SIGNATURE: _____

POLITICAL ACTION COMMITTEE

B. Further I authorize such employer to deduct from my wages each week the sum of money set forth in the current applicable agreement for political action. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the International Union of Operating Engineers Local 17 Political Action Committee are not conditions of membership in the Union or of employment and the IUOE, P.A.C. will use the money to make political contribution expenditures in connection with Federal, State and Local elections and for other political activities. This authorization is effective from the date hereof and shall continue in full force and effect for a period not to exceed one (1) year, and for any subsequent similar period thereafter unless revoked by me in writing within fifteen (15) days immediately preceding the initial year or any subsequent year. The copy of the said revocation must be delivered to the Union and signed by me. The undersigned understands any such donations are voluntary and that a refusal to donate will not result in any form of reprisal against me by either the Union or the Employer.

DATE: _____

SIGNATURE: _____

**ARTICLE XXIX
CENTRAL PENSION FUND**

1. The Employer agrees to contribute to the Central Pension Fund, 4115 Chesapeake Street, N.W., Washington, DC 20016, in the amounts as set forth in Article XXVII for each actual hour paid (excluding holiday not worked) to the Engineers Joint Benefit Fund 101 Intrepid Lane, PO Box 100 Colvin Station, Syracuse, New York, 13205-0100 or any other depository selected by the Trustees, in the mode and manner as determined by the Board of Trustees of said Fund pursuant to the terms and provisions of an Agreement and Declaration of Trust adopted by the Labor Relations Division, Associated General Contractors of America, New York State Chapter, Inc., and Local Union 17 of the International Union of Operating Engineers, AFL-CIO.

2. Notwithstanding any other provision contained in this Agreement, the parties agree that any employer who becomes delinquent in the payment of contributions due to the Central Pension Fund after notice has been served upon such delinquent Employer shall be liable for not only the amount of contributions due, but in addition thereto, any interest, costs and fees of collection. Legal fees due shall not exceed twenty percent (20%) of the amount of said delinquency and the costs of an audit if auditing procedures are necessary to ascertain the amount of the delinquencies. The failure of an Employer to make timely and proper contributions and remittances to the Fund shall not relieve any other Employer from making such payments.

3. It is further agreed between the parties hereto that in addition to the provisions contained in the preceding paragraph, the Union is granted the unequivocal right, with respect to any delinquent Employer, to declare this Agreement breached and at the option of the Union, said Agreement may be considered terminated upon seventy-two (72) hours notice to any such delinquent Employer. In the event that the Union exercises such option under this section, such delinquent Employer agrees to pay as liquidated damages, to each of said Employer's Employees in the collective bargaining unit of the Union, their regular rate of pay for all time lost from work as a result of the Employer's delinquency.

4. The parties hereto recognize that the Union, the Funds, and/or any affiliated Fund may make contributions to the respective Funds for and on behalf of their employees. Such contributions shall be in the same amount and payable in the same manner as are made by other contributing Employers.

ARTICLE XXX
DRUG/ALCOHOL ABUSE POLICY AND PROGRAM

The Employers and the Union affirm that construction jobsites subject to this agreement must be alcohol and drug free.

Alcoholism and drug dependency is recognized by medical, public health authorities, the Employers, and the Union as a disease. Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and the violation of safety rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do a conscientious job. This combination of factors is recognized as having a potentially damaging effect on the American construction industry and it endangers the job security of the worker and the safety and well being of everyone at the jobsite.

The Employers and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among employees represented by the Union.

To this end the Employers and the Union have agreed to diligently work together to develop a program which involves the appropriate means for identifying those persons with drug or alcohol problems and the appropriate measures to be taken when these problems are identified.

The Employers and the Union will negotiate a new Drug and Alcohol Abuse Policy by September 1, 2005.

ARTICLE XXXI
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether State or Federal, dealing with non-discrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXXII SUCCESSORS

1. This Agreement for on-site heavy and highway construction as provided in Article III, Section 1, and in Article V, shall be binding upon members of the LRD/AGC, Western New York Region, at the expiration of the previous Agreement; during the course of negotiations; on the effective date of this Agreement; and contractors who become members of the LRD/AGC, Western New York Region, during the life of this Agreement and to such other contractors who may execute this Agreement in an individual capacity.

2. With respect to corporate employers, this Agreement shall be equally applicable to other corporations performing on-site heavy and highway construction as the same is defined in this Agreement, the majority stock of which other corporation is held by a corporate employer party to this Agreement or by the majority stockholders of a corporate employer party to this Agreement.

3. A corporate employer party to this Agreement and/or the majority stockholders of such corporation shall promptly notify the Union in writing of any such other corporation as hereinabove described in paragraph 2, which corporation is in existence at the time of the effective date of this Agreement or that may come into existence during the life of this Agreement, stating its full corporate name and address.

4. This Agreement shall be binding on successor corporations where by merger, consolidation, re-organization or change of name, a corporation party to this Agreement shall continue to exist and/or where the majority stock of the successor corporation is held by the majority stockholders of the predecessor corporation.

5. In such cases as are mentioned in paragraph 4 above, the successor shall promptly notify the Union of its existence stating its full corporate name and address.

6. The provisions contained in the sections of this Article shall not apply to any corporation which on the effective date of the Agreement of which this Article is a part, was a party to a collective bargaining agreement with a bona fide labor organization other than the Union party to this Agreement.

ARTICLE XXXIII RESOLUTION

The Association and the Union agree that within thirty (30) days of the effective date of this Agreement each party shall appoint three (3) representatives to serve on a "Prevailing-Rate Committee" ("Committee"). The Committee shall meet on a monthly basis commencing the first month following

the formation of the Committee. At the first meeting, the Committee shall elect a Chairperson and Vice-Chairperson. The mission and purpose of the Committee shall be to implement the Resolution set forth below.

Whereas, the Association and Union desire to increase productivity in the work place, and

Whereas, a productive work force is entitled to receive decent wages and benefits, commensurate with its productivity, and,

Whereas, it is the official policy of both the State of New York as well as the United States to promote productivity and protect the wages and benefits of workers employed on public work projects, and

Whereas, public work projects are very often performed in a shoddy fashion by contractors who do not comply with prevailing rate requirements, and

Whereas, the undercutting of quality control standards and prevailing rate statutes harms our community, law-abiding contractors and workers, now, therefore, be it

RESOLVED, that the respective parties to this Agreement individually and jointly urge the appropriate public officials to recognize the harm now being visited upon the construction industry and our communities at large by those who undercut laws governing the performance of work on public works projects, and, be it further,

RESOLVED, that the respective parties to this Agreement individually and jointly urge the appropriate public officials to take all measures necessary to insure that existing laws governing the performance of work on public works projects are strictly and evenhandedly enforced.

MEMORANDUM OF UNDERSTANDING
REGARDING TRUCK MOUNTED
CONVEYORS

The parties agree that the truck mounted conveyors are the work of the Teamster when the supplier or owner is signatory to a Teamsters Agreement.

International Union of Operating
Engineers Local 17

af Costello

AGC/LRD

Date

Nov 9 2005

Date

MEMORANDUM OF UNDERSTANDING
REGARDING THE INCLUSION OF THE
ARTICULATED OFFROAD MATERIAL HAULER (END DUMP)
AND FUEL TRUCK (NOT FUEL/MAINTENANCE TRUCK)
IN THE BARGAINING UNIT

Whereas, the Articulated Offroad Material Hauler (End Dump) and Fuel Truck, is listed in the parties' 2002-2005 Collective Bargaining Agreement (CBA) as constituting bargaining unit work; and

Whereas, a dispute has arisen between the parties as to whether the Articulated Offroad Material Hauler (End Dump) and Fuel Truck, properly belong in the list of equipment constituting unit work; and

Whereas, the parties are desirous of settling the aforementioned dispute; it is therefore,

Resolved and Agreed, that the scope of the unit shall include the Articulated Offroad Material Hauler (End Dump) and Fuel Truck (EXCLUDING FUEL VENDORS), for each firm party to the CBA unless the firm can demonstrate that prior to April 1, 2000, it was party to a Collective Bargaining Agreement with a local union affiliated with the International Brotherhood of Teamsters.

Whereas, the operation of the Articulated Offroad Material Hauler (End Dump) (AOMH) will be paid at the "B" Rate.

Whereas, the operators on (AOMH) and Fuel Trucks will not count towards the master mechanic, assistant master mechanic or apprentice totals.

The provisions of Article XXVI- Subcontracting shall not apply to (AOMH) or Fuel Trucks if the subcontractor is signatory to a Teamster Agreement as of April 1, 2000. The intent of the parties is to exempt from the Article XXVI Subcontracting provision only Fuel Trucks and (AOMH'S) not Fuel Maintenance Truck.

For the International Union of Operating
Engineers, Local 17



For AGC/LRD

Date

November 9, 2005

Date

**ARTICLE XXXIV
COMPLETE AGREEMENT**

1. It is understood that this Agreement is the complete Agreement between both parties and there are no other agreements expressed or implied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their duly authorized representatives this 1st day of April, 2005 and this Agreement shall be binding upon successors and assigns.

FOR THE UNION:

Mark N. Kirsch _____
Business Manager and President

Thomas R. Freedenberg _____
Corresponding/Recording Secretary/Business Representative

Jeffrey A. Peterson _____
Financial Secretary/Business Representative

Gerald H. Franz, Jr. _____
Treasurer/Business Representative

FOR THE LRD/AGC-WESTERN NEW YORK REGION

af C. T. T. T.

Nov 9, 2005

NON-ASSOCIATION EMPLOYER

In consideration of the time, efforts, and sums expended by the Union and the Association in the negotiation of the foregoing agreement and in consideration of the similar time, effort and sums expended and to be expended in its administration and in further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its Member Contractors, the undersigned Non-LRD employer agrees:

1. That he (it) has read the foregoing collective bargaining Agreement, dated April 1, 2002, and agrees, as an individual employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He (it) further agrees to furnish both the Association and the Union with signed copies of this Agreement.

2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trustee funds provided for in said Agreement, further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.

NAME OF FIRM

BY: _____

An Authorized Officer, Title (Please Print)

BY: _____

(Signature)

Firm Street Address

City, State, and Zip

Telephone Number

Fax Number

Local Union

BY: _____

Authorized Representative

Date: _____

NON-ASSOCIATION EMPLOYER

In consideration of the time, efforts, and sums expended by the Union and the Association in the negotiation of the foregoing agreement and in consideration of the similar time, effort and sums expended and to be expended in its administration and in further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its Member Contractors, the undersigned Non-LRD employer agrees:

1. That he (it) has read the foregoing collective bargaining Agreement, dated April 1, 2002, and agrees, as an individual employer to be bound by each and all of the terms, conditions and provisions thereof and also agrees to be bound by the interpretations and enforcement of the Agreement. He (it) further agrees to furnish both the Association and the Union with signed copies of this Agreement.

2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trusteed funds provided for in said Agreement, further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.

AGC Copy
(IUOE Local 17)

NAME OF FIRM

BY: _____
An Authorized Officer, Title (Please Print)

BY: _____
(Signature)

Firm Street Address

City, State and Zip

Telephone Number

Fax Number

Local Union:

By: _____
Authorized Representative

Date: _____

NOTE: This page to be filled out in duplicate and one copy forwarded to:
Labor Relations Division, Western New York Region, Associated General
Contractors of America, New York State Chapter, Inc.
10 Airline Drive, Suite 203
Albany, New York 12205-1025